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5747-7

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

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OF COUNSEL
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September 25, 1989

RECORDATION NO

5747-7

FILED 1425

SEP 26 1989 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three executed counterparts and two copies of an Instrument of Satisfaction, Release and Bill of Sale dated as of September 8, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The primary document to which the enclosure relates is recorded under Recordation Number 5747.

The names and addresses of the parties to the enclosed document are:

Mercantile-Safe Deposit and Trust Company, as Agent
Two Hopkins Plaza
Baltimore, MD 21203

Wilmington Securities, Inc., as Subsequent Lessor
Wilmington Trust Center
Suite 1006
Wilmington, DE 19801

CSX Transportation, Inc., as Lessee
100 North Charles Street
Baltimore, MD 21201

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

(Handwritten signature)

RECORDATION NO

5747-2

FILED 1488

SEP 26 1989 -11 55 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of September 7, 1989 among Wilmington Securities, Inc., as subsequent Lessor, Mercantile-Safe Deposit and Trust Company, as Agent, and CSX Transportation, Inc., successor by merger to The Chesapeake and Ohio Railway Company (C&O), as Lessee.

WITNESSETH

WHEREAS, by a Conditional Sale Agreement dated as of May 15, 1970 (CSA) among General Motors Corporation (Electro-Motive Division), Cavan Equipment Corporation (the "Corporation"), and C&O, the Manufacturer agreed to sell to the Corporation its interest in the railroad equipment described in Schedule A, thereto ("Equipment");

WHEREAS, by an Agreement and Assignment, dated as of May 15, 1970, (hereinafter called the Agreement) between the Manufacturer and the Agent, the Manufacturer assigned its interests in the Conditional Sale Agreement to the Agent;

WHEREAS, by a Lease of Railroad Equipment dated as of May 15, 1970 ("Lease") between the Corporation and the Lessee, the Corporation leased the Equipment to the Lessee subject to the rights of the Agent under the CSA;

WHEREAS, by an Assignment, dated as of May 15, 1970, (hereinafter called the Assignment) between the Corporation and The First Pennsylvania Banking and Trust Company (the "Bank"), the Corporation assigned all the right, title and interest in and to the Conditional Sale Agreement and Lease and in the Equipment to the Bank;

WHEREAS, the subsequent Lessor acquired all the right, title and interest of the Bank and the Corporation under the CSA and the Lease in and to the Equipment;

WHEREAS, the CSA and the Agreement were filed and recorded with the Interstate Commerce Commission on June 11, 1970 and assigned Recordation No. 5747;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on June 11, 1970 and assigned Recordation No. 5747-A;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on June 11, 1970 and assigned Recordation No. 5747-B;

WHEREAS, an Amendment to the Lease was filed and recorded with the Interstate Commerce Commission on August 20, 1970 and assigned Recordation No. 5747-C;

WHEREAS, the Lessee has acquired the Equipment presently

covered by the CSA, the Assignment and the Lease; and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the CSA, the Assignment and the Lease.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the CSA, the Assignment and the Lease.

The Agent does hereby release its security interests in the Equipment and transfers to the subsequent Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the CSA and the Assignment.

The subsequent Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the Lease.

The subsequent Lessor does hereby sell and transfer to the Lessee all of its rights, title and interest in and to the equipment listed and described in the CSA and the Lease, to have and to hold the same unto Lessee, its successors and assigns forever,

WARRANTIES :

- (1) The subsequent Lessor represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under subsequent Lessor.
- (2) The subsequent Lessor represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE SUBSEQUENT LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND SUBSEQUENT LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SUBSEQUENT LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR

REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE SUBSEQUENT LESSOR SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Lessee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY as Agent

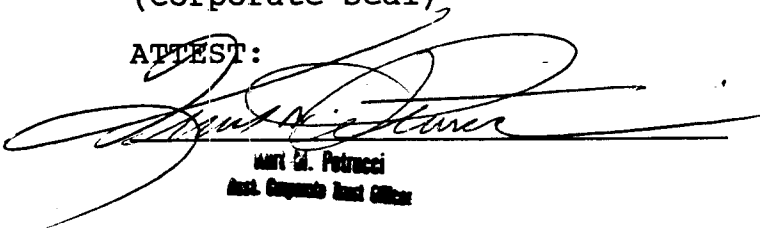
By



VICE PRESIDENT

(Corporate Seal)

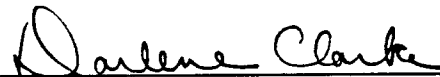
ATTEST:



MART E. PETRUCCI
Asst. Corporate Trust Officer

WILMINGTON SECURITIES, INC.
as Subsequent Lessor

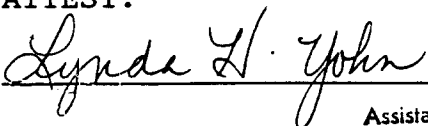
By



Vice-President

(Corporate Seal)

ATTEST:



Assistant Secretary

CSX TRANSPORTATION, INC.
as Lessee

By *Samuel H. Haines*
AVP & Treasurer-Equipment Unit

(Corporate Seal)

ATTEST:

R. J. Hochman
Assistant Secretary

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this 6th day of September, 1989, before me personally appeared A. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Conn
Notary Public

My commission expires 7-1-90

(NOTORIAL SEAL)

STATE OF DELAWARE)
) SS:
CITY OF WILMINGTON)

On this 30th day of August, 1989, before me personally appeared Darlene Clarke, to me personally known, who being by me duly sworn, says that he/she is an Authorized Officer of Wilmington Securities, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan E. Bachner
Notary Public

My commission expires 10/3/92

(NOTORIAL SEAL)

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 6th day of September, 1989, before me personally appeared Robert J. Vaisard, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

H. Darlene McCabe
Notary Public

My commission expires July 1, 1990

(NOTORIAL SEAL)

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>UNIT NUMBERS</u>
GP-38 ROAD LOCOMOTIVE	C&O 4820 - 4829
SD-40 ROAD LOCOMOTIVE	C&O 7514 - 7526